

**ARIZONA STATE VETERINARY MEDICAL EXAMINING BOARD**

1740 W. ADAMS ST., SUITE 4600, PHOENIX, ARIZONA 85007

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FEB 08 2022

Initial: JA

**COMPLAINT INVESTIGATION FORM**

If there is an issue with more than one veterinarian please file a separate Complaint Investigation Form for each veterinarian

PLEASE PRINT OR TYPE

**FOR OFFICE USE ONLY**

Date Received: FEB 8, 2022

Case Number: 22-86

**A. THIS COMPLAINT IS FILED AGAINST THE FOLLOWING:**

Name of Veterinarian/CVT: Scott Myer DVM

Premise Name: Desert Mountain Equine

Premise Address: 24760 S. Ellsworth

City: Queen Creek State: AZ Zip Code: 85142

Telephone: 480-294-7403

**B. INFORMATION REGARDING THE INDIVIDUAL FILING COMPLAINT\*:**

Name: Martha Molever

Address: [REDACTED]

City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Home Telephone: [REDACTED] Cell Telephone: [REDACTED]

\*STATE LAW REQUIRES WE HAVE TO DISCLOSE YOUR NAME UNLESS WE CAN SHOW THAT DISCLOSURE WILL RESULT IN SUBSTANTIAL HARM TO YOU, SOMEONE ELSE OR THE PUBLIC PER A.R.S. § 41-1010. IF YOU HAVE REASON TO BELIEVE THAT SUBSTANTIAL HARM WILL RESULT IN DISCLOSURE OF YOUR NAME PLEASE PROVIDE COPIES OF RESTRAINING ORDERS OR OTHER DOCUMENTATION.

**C. PATIENT INFORMATION (1):**

Name: Cashin' Sweet Chex

Breed/Species: AQHA - Horse

Age: 8 Sex: G Color: Palomino

**PATIENT INFORMATION (2):**

Name: \_\_\_\_\_

Breed/Species: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Color: \_\_\_\_\_

**D. VETERINARIANS WHO HAVE PROVIDED CARE TO THIS PET FOR THIS ISSUE:**

*Please provide the name, address and phone number for each veterinarian.*

Bryan Buchanan - 480-316-4677

Dan Klinski - 480-994-9346

W. Kurt Heite DVM 936-825-2197

**E. WITNESS INFORMATION:**

*Please provide the name, address and phone number of each witness that has direct knowledge regarding this case.*

Monte Wedel

**Attestation of Person Requesting Investigation**

By signing this form, I declare that the information contained herein is true and accurate to the best of my knowledge. Further, I authorize the release of any and all medical records or information necessary to complete the investigation of this case.

Signature: Martha Moleuer

Date: 2-1-22

**F. ALLEGATIONS and/or CONCERNS:**

*Please provide all information that you feel is relevant to the complaint. This portion must be either typewritten or clearly printed in ink.*

My horse, Cashin Sweet Chex, arrived at Dr. Myers' clinic on January 28, 2022, for a prepurchase exam. My trainer and agent, Monte Wedel was present.

The potential buyer requested additional radiographs after Dr. Myers expressed that a lameness sore of "1" might be present after flexion. I denied payment of the radiographs after the potential buyer had pursued running the price down. Monte Wedel left my animal in care of the clinic to attend the local AQHA show. He assumed the additional radiograph would be done.

The potential buyer called Monte several hours later and informed him that Dr. Myers had nerve blocked my horse. The nerve blocking showed lameness in both front limbs. Over the course of the day, the buyer had played numerous games to negotiate a lower selling price, I declined to participate in her foolishness.

After hearing my horse had been nerve blocked, without my permission or that of my agent, I contacted Dr. Myer's clinic to find out if this was indeed true. As per the ethics of the AAEP, a veterinarian is not allowed to nerve block a horse without the owner's permission during a prepurchase exam.

Dr. Myers has NOT responded to me, despite two attempts. This indicates to me that this is not only a breach of ethics, but unprofessional behavior.

Attached is supporting  
document per AAEP proceedings

## Pre-Purchase Examinations: An Historical Perspective and Important Things to Consider\*

Stephen G. Soule, VMD

A brief history of pre-purchase examinations followed by an emphasis on how to eliminate problems while performing the exams will be discussed. Areas of concern include the veterinarian/client relationship, the veterinarian's expertise in the athletic discipline for which the horse will be used, obtaining complete and accurate information about the horse's medical history, if possible, and reporting to and interpreting for the buyer what information has been learned. These topics are named the four Ds: discovery, documentation, disclosure, and discussion. If they are done well, the fifth D—deposition—will be avoided! Thoughtfully conducted pre-purchase examinations can be of great service to the buyer, seller, and the veterinarian. Whether the horse is purchased or not after the examination, all three parties can be better informed and well served by a careful examination. The following descriptions of pre-purchase examinations can equally be applied to pre-lease examinations. However, in general, in a pre-lease examination, the horse can be held to a somewhat lower standard, because of the shorter serviceability period that will be needed. Author's address: 2561 Bedford Mews Drive, Wellington, Florida 33414; e-mail: [steve@sagvmd.com](mailto:steve@sagvmd.com). © 2009 AAEP.

### 1. Historical Perspective

"Soundness exams," "pre-purchase exams," "purchase exams," and "vettings," according to one's favorite expression, have been performed by veterinarians for >150 yr. Legal references to this procedure date back to 1842, when, in the English courts, the case of Kiddell vs. Burnard took place. "The term sound in a warranty of a horse or other animal implies the absence of any disease or seeds of disease in the animal at the time which actually diminishes or in its progress will diminish his natural usefulness in the work to which he would properly and ordinarily be applied." Clarification of this

statement was made by Baron Alderson. "The word sound means sound and the only qualification of which it is susceptible arises from the purpose for which the warranty is given. If, for instance, a horse is purchased to be used in a given way, the word 'sound' means that the animal is useful for that purpose; and unsound means that he, at the time, is affected with something which will have the effect of impeding that use."<sup>1</sup>

The key discussion at that time, as now, was whether or not the horse was sound or useful or serviceable for the intended use. Over the years, some people have felt that not just serviceability, but suitability, should be considered—serviceability suggesting physical capabilities to perform a given task and suitability indicating temperament and a specific rider's ability to use that horse for the in-

\*This paper is a modified and updated version of a paper that was presented at the AAEP Convention in 1987.

### NOTES

tended task. Although many veterinarians are qualified to judge suitability, their duty as veterinarians when doing a pre-purchase examination has generally restricted their comments to serviceability. Determination of suitability is thereby left to the buyer and/or agents involved in the transaction.

In 1968, the American Association of Equine Practitioners (AAEP) began diligent work trying to define exactly what procedures should be performed on a pre-purchase examination. The British Veterinary Association began discussions on the same topic several years before the AAEP and encountered many of the same dilemmas. The associations made progress at that time in defining what, for the most part, has become standard practice for pre-purchase examinations. However, there are still many disagreements among the practitioners about specific items.

In the 1960s, radiography and endoscopy were controversial and, at that time, there was no practical way to test for the administration of pain killing, tranquilizing, or other drugs. Now, of course, radiography and endoscopy are a more routine part of the exam for most veterinarians, and new procedures have come to the forefront of controversy. Drug testing can now be done readily and fairly inexpensively if one has any suspicions or concerns related to the possibility of drugs having been administered to the horse being examined. Diagnostic ultrasound is now being done frequently before purchase of horses, should there be indications for concern. Additionally, nuclear scintigraphy and magnetic resonance imaging (MRI) may be considered part of a pre-purchase exam in certain cases.

Although some veterinarians still feel that a pre-purchase examination should consist of a thorough hands-on physical examination and nothing more, most buyers and veterinarians alike want to make use of every bit of information obtainable.

Much of the focus of the early AAEP Committee on Soundness Examinations was on standardizing procedures to be used when doing soundness evaluations. However, in 1979, when these guidelines were to become official AAEP guidelines for pre-purchase examinations, it was decided that they might present legal problems for anyone who did not follow them exactly. If the AAEP set forth specific guidelines and an individual did not follow them to the letter in an examination and a problem arose, he or she might be considered negligent for having failed to perform every item recommended by the Association. On the contrary, the British Veterinary Association and Royal College of Veterinary Surgeons adopted specific guidelines for performing and reporting examination findings. The following description of pre-purchase examination procedures will reflect some slight departures from AAEP guidelines. Other departures may vary from practice to practice depending on circumstances.

Although there have been developments in the methodologies for performing pre-purchase exami-

nations, there have been trends in the way results are reported. It is the author's impression that these changes have been caused more by the precedents set by litigation than to changes in the fundamental task at hand, which is to decide whether or not a horse will remain serviceable for the job for which the buyer wants him. The term "soundness exam" has been commonly replaced by "pre-purchase exam" or "purchase exam." The reports of many veterinarians have changed their wording from stating that horses are sound or unsound to stating whether they are serviceable or unserviceable or healthy or unhealthy for a stated purpose. Veterinarians are now more likely to "advise" a client about a prospective purchase's problems and their ramifications than to "pass" or "fail" the horse.

## 2. Important Considerations When Conducting a Pre-Purchase Examination

However one performs the examination, and however one reports the results, it is important to keep a central theme in mind. It is the theme that has never changed as long as veterinarians have been examining horses before purchase. Almost invariably, when you have been asked to examine a horse, there is a seller who wants to sell the horse and a buyer who wants to buy it. From one point of view, you are the person in the middle. Your best focus is to be a facilitator in the transaction while always representing the buyer's best interests. If the deal does not go through as a result of your findings, none of the interested parties are going to be particularly happy, because none got what they wanted. That does not mean you are a "bad person" for finding a problem. Most sellers and buyers alike understand the realities and will appreciate your candor and lack of bias. If the exam finds fault, it may become an in-depth systemic or lameness exam.

The veterinarian's role when doing a pre-purchase examination is to find out everything possible about the horse's physical status (discovery). Document all your findings in writing. Disclose to the buyer and seller all of your findings. Discuss your findings as they relate to the horse's ability to hold up for the intended use. Note this means with the "buyer and seller." This is one time when the "veterinarian-client relationship" is not sacred. To this end, one should not limit "disclosures" to the buyer alone. Written information, radiographs, and other "hard" material, however, are the property of the buyer alone unless specific arrangements are made between the buyer and seller to transfer that material.

The following remarks should be considered to be the ideal way to conduct a pre-purchase examination. Circumstances dictate alterations from these ideals so that not all these steps may be completed on every examination. However, if all of the following conditions are met, one may have a very good feeling about the pre-purchase examination one has done.

The first thing that occurs is the veterinarian is contacted by an individual asking for an examination. If it is the owner or owner's agent who makes contact, the particulars related to the purchaser and purchaser's agent are requested. The examination should not be undertaken until there has been a conversation with the buyer or, at least, his or her authorized agent. If the examiner does not have a detailed familiarity with the discipline for which the horse will be used, the buyer should be referred to a veterinarian who does.

If it is not possible to speak with the buyer before the examination and/or report the findings of the examination directly, the buyer's authorized agent will have to suffice. A potential problem arises in that many buyers' agents have a financial interest in the purchase of the horse, and this may affect how the findings are reported to the buyer. This may occur when the agent does not have specific authority to make the purchase without first contacting the buyer. Therein is the first place where communication may break down and cause problems during or after the examination.

At this point, affiliations the examiner has with any of the potential five parties involved (i.e., the owner, the owner's agent, the buyer, the buyer's agent, and the horse) need to be disclosed. Conflicts of interest are clearly an ethical problem and they contribute significantly to the stress involved in doing an examination. Often the buyer, seller, or agents are clients. This fact does not exclude you from being able to perform the exam as long as all concerned are informed of your relationships and consent to your role. It must be so noted in the record. Similarly, you might have treated the horse for the owner or a previous owner. Permission must be obtained from them to disclose the horse's history. If any are not in agreement, you must excuse yourself. A similar, but not quite as dramatic, problem arises when, in a multi-man practice, one of your associates is the usual veterinarian for the seller. Again the facts and records must be disclosed with permission and so noted in the record.

Occasionally, a veterinarian is asked to examine a horse whose owner or owner's agent is particularly unsavory or dishonest. It may be difficult to tactfully decline to examine an animal at that stable, but you may feel compelled to do so. A way to deal with such a situation is to see if the horse can be removed from the owner's control to the stable of the buyer or a neutral third party for a period of several weeks, during which time any medications including intra-articular injections can clear the system. The seller merely allows the buyer to take the horse on trial for that period.

Yet again, sometimes a buyer or buyer's agent may be a person of whom the veterinarian is not particularly fond or has other reason to be concerned about (the person may be a deadbeat, for instance, or known to like to sue people). Not dealing with such

people is preferred; although a possible exception is if the agent is a person with whom you have had a history of problems, and the buyer is reputable. In this case, bypassing the agent and dealing exclusively with the buyer and instructing the buyer of this condition is recommended.

It is somewhat more difficult to examine a horse for a complete stranger. The discussion of expectations must be clearly delineated. Amateur buyers have the greatest propensity to misunderstand the report of the examination's findings. This is particularly true if the buyer is an amateur and has no agent.

When speaking with the buyer or his or her agent, there must be a clear understanding of what the examination is to consist of and what fees should be expected. The buyer needs to be aware of all the physical, mechanical, and laboratory examinations that will be performed and their cost. If certain examinations are declined by the buyer, it should be so noted in the record.

Once there is an agreement to examine the horse, a date and a time must be set. Everyone is normally in a hurry to conclude the deal. Having the buyer or buyer's agent present for the examination or at least immediately available by telephone is preferred. Having the buyer present for the examination allows timely explanation of problems when they are discovered. In addition, if a particularly thorny problem arises, immediate discussion may indicate discontinuation of the examination. A second good reason to have the buyer present is to positively identify the horse that he is buying. An example was the time a seller brought a horse to our hospital for a pre-purchase examination believing that the purchaser would not be present. The buyer was able to get off work earlier than anticipated and arrived at the hospital during mid-examination to discover that the horse being examined had a stocking on the right hind. The problem was that the horse that they had tried had a stocking on the left hind! Needless to say, the examination was ended, but had that owner not arrived, the consequences could have been very unpleasant!

In 1978, Proctor<sup>3</sup> indicated that he liked to arrive 15-30 min early for his pre-purchase examination appointments to see the horse before the final grooming is done. This approach can be helpful, and it is appropriate to insist that the horse is cold (unexercised) on the day of the examination. Many potential problems show up in the cold horse and disappear when it has warmed up.

Records should begin with the date, time, and place of the examination, as well as names, addresses, and/or telephone numbers of all interested parties. Next ask the seller about any medical information that he or she will convey. Ask if the horse is receiving or has received medication for any purpose, has had any surgical or other therapeutic procedures performed, or has had any treatment performed pertaining to lameness. Many veteri-

narians obtain a complete written "seller's statement." Although that is ideal, circumstances often make it impractical. Examining horses that have had any kind of medication recently can mislead you in your exam. Ideally, if a horse is currently under the effects of medication, the exam should be postponed or, if that is not possible, a later re-exam should be made of systems that the medications could have affected.

It is best to first examine the horse at rest in its stall from outside the stall. This allows observation of the horse's basic attitude, the character of its bedding and droppings, and evidence of vices such as kicking, cribbing, or stall walking. This is generally the only time during the entire examination when the horse can be seen unattended. Interestingly enough, horses with head tilts that were observable only when the horse was standing at rest in its stall, might otherwise have been missed. Examination around the feed tub for whether or not the horse has cleaned up its grain and whether or not grain is strewn around the stall can indicate a nervous eater or perhaps a horse with bad teeth. A careful examination of the bottom of the feed tub may show powder or granular residues of orally administered medications. The respiratory rate and character can best be observed at this time from outside the stall and abnormalities recorded.

The next part of the examination, a very thorough identification of the horse, is very important. It is critical that this be done to protect the examiner and the buyer from a "ringer." One very critical part of identifying the horse is determining the age. Thoroughbreds with tattoos present the least difficulties. There are frequently discrepancies over the horse's age, and they certainly may affect whether or not the examination should be continued or, if it is continued, may cause a renegotiation of the purchase price or conditions. Discrepancies from 1 to 4 yr are commonplace, even in tattooed or registered horses. Ideally, registration papers should be available for identification purposes at the time of the examination.

As stated earlier, a key factor in pre-purchase examinations is that all possible findings be discovered, documented, and disclosed to the prospective buyer. Keeping a written checklist is the best way to ensure that every possible item is examined and that nothing is overlooked. Many record forms have been designed by various practitioners all over the world. Mine is a compilation of many of them.

After examining the horse at rest in the stall, a halter and shank are put on the horse, and it is introduced to the examiner so that it can become comfortable with his or her presence. It is best to have as few other people in the immediate vicinity of the stall as possible. When examining some horses, this is not very important, but if the horse tends to be nervous, it is best to be as relaxed as possible because it makes it much easier to determine painful reactions and sensitivities.

Once the horse is caught and acquainted with the examiner, the temperature is taken while beginning the rest of the examination. The itemized detail of everything examined is on the check sheet and has been well described in textbooks.<sup>3-7</sup> Beginning at the head, the age is confirmed by examining the teeth, the mouth inspected and palpated, the sinuses percussed, the eyes examined, etc. The examination continues down the horse's axial skeleton palpating the muscles, spines, and bony prominences of the neck, back, and hindquarters. This allows the horse to get accustomed to the examiner working around it and allows detection of abnormalities of those areas of his body. A complete auscultation of the heart and lungs is performed including putting a bag over the muzzle to encourage deep respirations. Laryngeal depression test and manipulation of the trachea and larynx are performed to determine whether a cough can be induced. Gastrointestinal and urogenital systems are examined, and palpation for scars is performed.

Next, a thorough examination of each limb is done. Every blemish is recorded, no matter how slight. Flexion, palpation, and manipulation of each joint and limb are performed, looking for swellings and trying to find sensitive areas. A particular note is made of any sensitivities while examining the horse in the stall so that they can be re-evaluated on flexion tests. In addition, particular attention is paid to any areas on the limbs where common operations might have been performed (digital, volar, or ulnar neurectomies, check ligament desmotomies, and arthroscopy or arthrotomy of the knee or ankle). In addition to the use of hoof testers, a hammer may be used to pound on the frog of the horse. Frequently, horses with navicular problems are unresponsive to hoof testers but are very sensitive to pounding over the center of the frog with a shoeing hammer.

If requested, blood is collected for a complete blood count, serum chemistry analysis, Coggins test, and drug testing. This should be done before exercising the horse so that the effect of exercise does not alter the hemogram. What the horse may be used for or where it may be traveling might affect additional tests such as equine viral arteritis (EVA) titers for broodmares or stallions, or EVA, piroplasmiasis, distemper, glanders, and vesicular stomatitis (VS) tests for horses traveling overseas.

Once finished with the complete physical examination, the horse is observed at the trot on the straight and in circles in both directions on hard and soft surfaces. Flexion tests of all the joints in front and behind are performed next. Using the hammer once again to pound on the frog upward of a dozen times just before trotting the horse off may help detect foot pain. The horse's neurological status is examined at this time as well.

Horses are ridden at slow and fast trots on the straightaway and in circles in each direction. They are asked to canter and asked to swap leads in both

directions. Dressage horses should do straight and lateral movements in both directions at the walk, trot, and canter. All horses complete a brisk gallop to listen to their upper respiratory system for any evidence of noise. The heart and lungs are auscultated immediately after exercise and, if indicated, endoscopy of the upper airway is performed while the horse is still breathing rapidly to check for upper respiratory abnormalities, particularly partial paralysis of the larynx or the presence of phlegm, pus, or blood in the trachea and pharynx. Many problems are found on endoscopy that one would not otherwise have suspected based on physical exam, auscultation, and galloping.

The initial orthopedic exercise exam is repeated, and any abnormal flexion tests are repeated. At least a 1° improvement in flexion tests after the horse has been warmed up should be expected. If exercise aggravates lameness or increases the degree of a flexion test, there is significant reason for concern. The author uses a 1-4 grading system for flexion tests. Grade 1 is the slightest observable, 2 is moderate and not uncommon in the regularly working horses, 3 is severe, and 4 indicates a horse that is nearly non-weight bearing after flexion. Ankles and knees are flexed for 45 s and hocks for 1 min. Grading systems and flexion test times are not as critical as being consistent in how one examines every horse.

Frequently, what begins as a pre-purchase examination becomes a lameness examination or a detailed organ system examination. Obviously, nerve blocks should not be undertaken without permission of the owner. If a horse is lame during the examination or other abnormalities are discovered and the buyer or seller is interested in pursuing the cause, a determination needs to be made as to who is employing the examiner for the diagnostic work or whether another veterinarian will be employed. This requires discussion and agreement between the buyer and seller.

A rectal examination is the last part of the physical examination, if circumstances suggest its relevance. There is some risk and liability in performing rectal exams, and these should be weighed against what information could be learned.

If the buyer does not want radiographs or laboratory work performed, it should be noted in the examination record. Radiographs of front feet, ankles, knees, hocks, stifles, and hind ankles are routinely taken when economics will allow. In addition, radiographs of splints, the back, or other areas are made, if the physical exam so indicates. It is probably important to take more radiographs rather than less if the horse is an "investment" horse for resale.

If significant problems with the horse appear during the examination, they should be discussed immediately with the buyer. Sometimes the exam ends if problems are identified. As stated earlier,

this is the best reason to have the buyer present or immediately accessible while examining the horse.

The final aspect of the pre-purchase examination is reporting the results to the buyer (disclosure and discussion) and the seller and, occasionally, third parties such as other prospective buyers, insurance companies, etc., if appropriate. Many opinions have been expressed over the years on how to report one's findings and, to date, there is no agreement among practitioners. Guidelines for reporting purchase examinations have been outlined by the AAEP.<sup>8</sup>

Based on the interpretation of soundness made by Baron Alderson, it is rare to find a 100% sound horse. However, there are serviceable horses, including those that have obvious clinical lameness. Defining serviceability for each horse requires a great deal of judgment and interpretation. Many problems, particularly lameness, can be managed successfully over extended periods of time. At the same time, many buyers have little or no experience in dealing with certain kinds of lameness problems, or they may be keeping the horse in an area where highly experienced veterinary care is not available. In such situations, one has to be much more pessimistic as to whether or not the horse will be serviceable for that buyer. Try to spell out all the different possible scenarios for management, treatment, and outcome of the various problems that the horse has and try to give some kind of odds, based on experience, as to what might be expected related to the problems.

For example, a horse is regularly competing and in all ways normal except for 1° (of 5, according to AAEP guidelines)<sup>9</sup> of lameness in the left hind leg. It is significantly positive to flexion and has a mild osteolytic and osteoproliferative changes in the distal intertarsal and tarsometatarsal joints. Its intended use is as a junior show hunter for a 16-yr-old girl, and the parents are not concerned about recouping all of their investment once the girl is 18 and no longer eligible to show as a junior. In this situation, the horse fulfills basically all the criteria for an unsound horse. It is lame and possesses clinical and radiographic seeds of disease, which may materially shorten its useful career. However, these findings are mitigated by the intended use of the horse. One could tell the buyer that several forms of treatment are available for hock lameness in the horse. The use of intra-articular injection of the tarsal joints and/or non-steroidal anti-inflammatory medications could render the horse serviceable for the foreseeable future. At the present time, 1° lameness would not cause the horse to be disqualified during a soundness jog at a horse show. The U.S. Equestrian Federation rules allow for the therapeutic use of steroidal and non-steroidal anti-inflammatory medications. It is likely that a lameness as in this example will respond very well to legitimate therapies. Ideally the seller should provide those therapies and present the horse for



re-examination in a clearly improved condition. If that prospect and required use of therapeutic medication is unacceptable to the buyer, the sale will obviously be off.

In reality, many buyers have looked at several horses and realize many have problems which will require medical management. If you believe there is a reasonable expectation that the horse, given appropriate therapy will be serviceable for the 2 yr during which the horse will be used while their daughter is a junior, the purchase may be acceptable. During those 2 yr, the horse's value is very apt to be diminished by the wear and tear and treatments required. Depending on the buyer's tolerance for risk, often they are willing to accept an educated and informed opinion and act accordingly. This kind of scenario is more easily accepted if a professional horseman or trainer is involved with you and the buyer. Alternatively, the examining veterinarian can act as a facilitator to the transaction. If immediate expenditure of "all the money" for this horse is unacceptable, a lease might be satisfactory to both parties.

Occasionally, one prospective buyer may not want the horse, and you are contacted by another prospective buyer to re-examine it. Frequently, the seller has a customer who he or she believes is willing to live with the problems you have discovered (the original prospective buyer was not willing to tolerate the problems). Ideally, the first prospective buyer will give expressed permission (documented in writing) to disclose the findings from the first examination. Without that permission, the veterinarian is obligated to repeat the entire examination and ancillary diagnostics. You can facilitate the two buyers, making an agreement where the second buyer will pay the first buyer's expenses for the ancillary tests and radiographs to have access to them.

Veterinarians are frequently asked to examine horses for dealers who are not just interested in serviceability but their ability to resell the horse for

a profit. This presents an added dimension to your interpretation of the examination findings. It creates the awkward position of having to second guess, in advance, veterinary colleagues. It puts an interesting interpretation on the term "serviceability," because there are two areas of serviceability that this horse must provide. It must be able to successfully compete at its job, and it must be a saleable piece of merchandise. It is not unusual to have to make that kind of judgment. The question is what conclusion some other veterinarian will make about this horse when he or she looks at it for another prospective buyer who hopes to keep it and use it. As a general rule, one has to hold a "sales" horse to a much higher standard than one that is going to be ridden and/or competed by the new owner.

At the conclusion of the examination, it is appropriate for the veterinarian to give a complete written report of all physical, imaging, and laboratory findings to the buyer.

#### References

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Arizona State Veterinary Medical Examining Board;

Re: 22-86, In Re: Scott Meyer DVM

In reference to Ms. Molever complaint on a pre-purchase exam requested by my client Linda Vecchetti on January 28<sup>th</sup>, 2022.

On general examination the horse was found to be healthy. On the lameness exam the horse was found to have multiple lameness; the right hind and right front limbs were identified as potential problems. After several hours of my client communicating with the seller/agent after the lameness exam was completed, my client indicated the trainer, Monte, spoke to the owner and the owner agreed to 'block' the right front foot to isolate the location of lameness. My client, Linda said; "Monte said to do whatever is needed but the owner will not pay for diagnostics," so Linda agreed to pay for the diagnostic procedure. A right front PD block was administered, temporary blocking the medial and lateral palmer digital nerve of the right foot. After 7 to 8 minutes of administering the anesthesia, the horse was trotted off and the lameness was still evident. My client declined any further diagnostics and ended the exam at that time.

The horse remained at my clinic for several hours after the exam had ended, waiting for Monte to pick the horse up. I was not present for any discussion between the buyer and seller/agent that day. On January 31<sup>st</sup> the seller contacted the office via email requesting a copy of the records, in which her request was denied as Linda did not authorize a release of the medical record. Some sellers will try and obtain a medical record without the consent of the buyer, who in which, paid for the examination.

I take the Veterinarian Patient Client Relationship (VPCR) very seriously and felt it would be a breach of ethics to release information to Ms. Molever without written consent of my client whom purchased the exam. It wasn't until after Ms. Molever's request for the medical was denied that she decided to file a complaint in an attempt to obtain a copy of the records.

As equine veterinarian's we are constantly working with authorized agents representing owners and sellers in making decisions on the health care for the horse. After waiting hours for agent/owner consent I had no reason not to believe that Monte was misrepresenting Ms. Molever by providing verbal consent to block the foot.

Scott Meyer D.V.M., M.S.

Office: 480.294.7403  
24760 S. Ellsworth Rd. Queen Creek, AZ 85142

7/4

**Douglas A. Ducey**  
- Governor -



**Victoria Whitmore**  
- Executive Director -

**ARIZONA STATE VETERINARY MEDICAL EXAMINING BOARD**

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**INVESTIGATIVE COMMITTEE REPORT**

**TO:** Arizona State Veterinary Medical Examining Board

**FROM:** PM Investigative Committee: Adam Almaraz - Chair  
Amrit Rai, DVM  
Steven Dow, DVM  
Gregg Maura  
Justin McCormick, DVM - **Absent**

**STAFF PRESENT:** Tracy A. Riendeau, CVT – Investigations  
Marc Harris, Assistant Attorney General

**RE:** Case: 22-86  
Complainant(s): Martha Molever  
Respondent(s): Scott Meyer, DVM (License: 4250)

**SUMMARY:**

Complaint Received at Board Office: 2/8/22  
Committee Discussion: 6/7/22  
Board IIR: 7/20/22

**APPLICABLE STATUTES AND RULES:**

Laws as Amended August 2018  
(Lime Green); Rules as Revised  
September 2013 (Yellow)

On January 28, 2022, "Cashin' Sweet Chex," an 8-year-old American Quarter Horse gelding was presented to Respondent for a pre-purchase exam. Lameness was identified; the right front foot was blocked to isolate the location of the lameness. After the block, lameness was still evident. Further diagnostics were declined.

Complainant alleges that Respondent nerve blocked her horse without her consent.

**Complainant was noticed and appeared telephonically.**

**Respondent was noticed and was available. Committee did not have questions.**

**The Committee reviewed medical records, testimony, and other documentation as described below:**

- Complainant(s) narrative: *Martha Molever*
- Respondent(s) narrative/medical record: *Scott Meyer, DVM*

**PROPOSED 'FINDINGS of FACT':**

1. On January 28, 2022, the horse was presented to Respondent for a pre-purchase exam that was requested by his client, Ms. Vecchetti. Upon exam, the horse had a weight = 1000 pounds, a temperature = 99.2 degrees, a heart rate = 40bpm, and a respiration rate = 16rpm. Respondent stated that the horse was found to be healthy. However, on the lameness exam, the horse was found to have multiple lameness; the right hind and right front limbs were identified as potential problems.
2. After several hours of Ms. Vecchetti communicating with the seller/agent after the lameness exam was completed, Ms. Vecchetti indicated that the trainer, "Monte," said to do whatever was needed but Complainant would not pay for diagnostics. Ms. Stewart, Respondent's staff member, stated that Ms. Vecchetti was advised by Monte that they could do whatever they needed to do, but Complainant would not pay for the block and/or radiographs.
3. Ms. Vecchetti agreed to pay for the nerve block therefore Respondent administered a right front PD block temporarily blocking the medial and lateral palmar digital nerve of the right foot. After 7 – 8 minutes of administering the nerve block, the horse was trotted off and the lameness was still evident. Ms. Vecchetti declined further testing and ended the exam at that time.
4. The horse remained at Respondent's premises for several hours after the exam waiting for Monte to pick up the horse.
5. According to Complainant, Ms. Vecchetti requested additional radiographs after Respondent expressed that a lameness score of "1" might be present after flexion. Complainant denied payment of the radiographs. Monte left the horse in Respondent's care to attend a local horse show. He assumed the additional radiographs would be done.
6. Complainant further stated that several hours later, Ms. Vecchetti called Monte and informed him that Respondent had nerve blocked the horse which showed lameness in both front limbs. Complainant was upset that Respondent blocked the horse without her permission. Additionally, she stated that she attempted to reach out to Respondent twice and he did not respond.
7. According to Respondent, Complainant emailed the premises on January 31, 2022 requesting a copy of the horse's medical records. The request was denied as Ms. Vecchetti did not authorize a release of the medical records of the exam she paid for; Respondent stated that Ms. Vecchetti was his client, not Complainant, therefore did not want to breach the VPCR without written consent of Ms. Vecchetti.
8. Respondent explained that equine veterinarians often work with authorized agents

representing owners and sellers in making decisions on the health care for a horse. After waiting hours for the agent/owner's consent, Respondent had no reason not to believe that Monte was misrepresenting Complainant by provided verbal consent to block the foot.

**COMMITTEE DISCUSSION:**

The Committee discussed that Complainant had designated an agent for the horse. There was conflicting testimony from the prospective buyer and from the prospective seller. Respondent was employed by the prospective buyer, not the prospective seller and a client-patient-relationship was established by the veterinarian and the potential buyer.

**COMMITTEE'S PROPOSED CONCLUSIONS of LAW:**

The Committee concluded that no violations of the Veterinary Practice Act occurred.

**COMMITTEE'S RECOMMENDED DISPOSITION:**

**Motion:** It was moved and seconded the Board:

*Dismiss this issue with no violation.*

**Vote:** The motion was approved with a vote of 4 to 0.

*The information contained in this report was obtained from the case file, which includes the complaint, the respondent's response, any consulting veterinarian or witness input, and any other sources used to gather information for the investigation.*

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Tracy A. Riendeau, CVT  
Investigative Division